



**Bargaining Agreement between the Town of Arlington
and the International Association of Firefighters,
AFL-CIO, Local 1297**

July 1, 2015 to June 30, 2018

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ARTICLE I Recognition

In accordance with the certification by the Massachusetts Labor Relations Commission, MCR-1067 dated November 21, 1972 the Town of Arlington (The Town) recognizes Local 1297, International Association of Firefighters, AFL-CIO (the Union) as the exclusive bargaining agent for employees in the following collective bargaining unit:

All uniformed firefighters, fire lieutenants, fire captains and chief officers excluding the Fire Chief and all other employees of the Town.

ARTICLE II Agency Fee

Section One In accordance with Chapter 150E, effective immediately after the effective date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of Local 1297 in good standing and who have been employed for thirty (30) days or more, shall pay to Local 1297 an agency fee to defray costs of collective bargaining and contract administration in an amount equal to:

- 1) the current regular Local 1297 dues, and;
- 2) Any assessments which are intended to defray the costs of collective bargaining or contract administration.

Section Two the Local Union agrees to indemnify the Town for any financial liability to a discharged employee that the Town may incur in complying this Article at the insistence of the Union.

ARTICLE III Payroll Deductions of Union Dues and Agency Fees

In accordance with the provisions of General Laws, Chapter 150E, Section 12 and Chapter 180, Section 17A, as amended, the Town agrees to deduct weekly from the pay of each employee in the bargaining unit who properly authorizes it all union dues, assessments and agency service fees which are owed to Local 1297.

ARTICLE IV Grievance and Arbitration Procedure

Section One A grievance is defined as a dispute concerning the interpretation of application of the Agreement and shall be processed as follows:

1. Within forty (40) calendar days of the occurrence or failure of occurrence of the incident upon which the grievance is based, the grievance shall be submitted in writing by the employee and/or their Union representative to the Fire Chief, who shall meet with the aggrieved employee and/or their Union representative within seven (7) calendar days of such meeting and who shall answer the grievance in writing within five (5) calendar days of such meeting.
2. If the Union or the employee is not satisfied with the Fire Chief' answer under Step 1, the written grievance may be submitted to the Town Manager within seven (7) calendar days after receipt of the Fire Chief' answer. The Town Manager or his designee shall meet with the aggrieved employee and/or their Union representative within (7) calendar days and shall answer the grievance in writing within (5) calendar days of such meeting.

3. If the Union is not satisfied with the Town Manager's answer at Step 2, the Union and not any individual employee, may submit the grievance to arbitration within fifteen (15) calendar days after receipt of the Town Manager's answer.

If the parties do not agree on an arbitrator, either party may submit the matter to the American Arbitration Association for proceeding in accordance with its then voluntary arbitration rules. The decision of the arbitrator shall be final and binding, provided that the arbitrator shall not alter, amend, add to or subtract from the express provisions of this Agreement. The fee of the arbitrator and the American Arbitration Association shall be shared equally by both parties.

Section Two A grievance shall be deemed waived unless submitted at each step by the aggrieved employee and/or their Union representative within the time limits provided. The Town shall likewise abide by the time limits. Where the Town fails to do so, the Union may proceed to the next step. The time limits may be extended by mutual agreement.

Section Three A grievance shall identify the specific Article(s) of the Agreement that are believed to have been violated.

Section Four Both parties agree to cooperate in expediting grievances requiring rapid resolution.

Section Five Reasonable time off with pay shall be granted to Union officials who are participating in the grievance and arbitration procedure or in contract negotiations. Reasonable time off without loss of pay shall be granted to necessary witnesses requested by the aggrieved employee and/or the Union.

ARTICLE V Management Rights and Employee Responsibilities

Section One Except as otherwise provided by this Agreement, the Town shall not be limited in any way in the exercise of the regular and customary functions of municipal management including, by way of example and not limitation, the right to appoint, promote, assign and transfer employees.

Section Two There shall be no strikes during the life of this Agreement.

Section Three Effective July 1, 2015, when appointing individuals to the Department, the Town shall rank order candidates for purposes of seniority based on the order of their appearance on the Civil Service Human Resources Division list issued in response to the Town's requisition. The lowest ranking individual on the Human Resources Division list will receive the lowest departmental seniority and so on. In the event that the Town has called for a preferred list, the appointee(s) shall be ranked in the order they would have been ranked on the regular (non-preferred) list.

In the event of a tie placement on the Human Resources Division list, seniority of any tied members will be determined based on the "Final Raw Score" (see explanation below) using the final grades received in the Massachusetts Firefighting Academy recruit training class. The recruit with the highest Final Raw Score will be listed as the most senior. The remaining recruits will be ranked in descending order in the order of their respective Final Raw Scores. The intended effect of this system is that the lowest

ranking person or persons shall be the first to be laid off if the Town initiates such action. In the event of a layoff while a recruit is still in training, all scores accumulated up to that point, including deficiencies, in accordance with the method described below will be used to calculate that recruit's Final Raw Score.

The formula for calculating standing for the Town of Arlington will be as follows. Deficiency points actually earned will be subtracted from the maximum number that can be earned,. The resulting number is then added to the final academic score. The final academic score is in turn determined by adding the number which is the average of all weekly test scores to the final test score and then dividing that total by 2. The number which represents the total of (1) the final academic score and (2) the net of deficiency points is then divided by 2. The result is the Final Raw Score which will be used to rank recruits to determine seniority.

Example:	<u>Recruit A</u>	<u>Recruit B</u>
Maximum deficiencies that can be earned	124	124
Deficiencies Earned	24	14
Weekly Test score Average:	80	75
Final Exam:	90	80
Final academic score will be	$(80 + 90) / 2 = 85$	$(75 + 80) / 2 =$
77.5		
Final Raw score will be	$(85 + (124-24)) / 2 = 92.5$	$(77.5 + (124-14)) / 2 =$
93.75		
RESULT: Recruit B (93.75) will be senior to Recruit A (92.5)		

In the event of a tie in the Massachusetts Firefighting Academy scoring, the tied individuals will be ranked in accordance with their rank based on the interview process. In the event there is need to determine seniority prior to entrance to the Massachusetts Firefighting Academy, the Town shall rank order candidates based on their order of ranking as it appears on the Human Resources Division list issued in response to the Town's requisition, and if there is a tie, the tied individuals will be ranked in accordance with their rank based on the interview process.

ARTICLE VI Discipline

Section One An employee with six (6) months or more of continuous service in the bargaining unit who claims that they have been suspended, dismissed, removed, or terminated without just cause, shall be entitled to their remedies (if any) under civil service law and rules, or, if they so elect, under the grievance and arbitration provisions of the Agreement, in which case such provisions shall be the exclusive procedure.

Section Two The Fire Chief may discipline an employee for just cause by taking away their holiday pay for a holiday not worked in lieu of a suspension in accordance with present practice.

Section Three An employee aggrieved by any letter or other document filed in their personal file may request a hearing for the purpose of removing said letter or document before the Town Manager and may be represented by Union officials and/or an attorney and may present witnesses and documents. The decision of the Town manager shall be final.

ARTICLE VII Vacations

Section One An Employee who has been regularly employed by the Town for at least six (6) months on January 1, of each year shall be considered a regular employee and shall be entitled to the vacation set forth in Section 2. An employee, who has not been regularly employed for six (6) months on January 1, shall be entitled to vacation on the anniversary date of their employment.

Section Two The Town shall allow employees who have met the above requirements the following vacation with pay:

- | | |
|---|-----------|
| ▪ One or more years, but less than five years: | 96 hours |
| ▪ Five or more years, but less than ten years: | 144 hours |
| ▪ Ten or more years but less than twenty years: | 192 hours |
| ▪ Twenty or more years: | 240 hours |

Section Three The Town shall continue its practice of permitting each firefighter to take two (2) calendar weeks of vacation between June 15 and September 15 except under exceptional circumstances. One (1) officer and two (2) firefighters or three (3) firefighters can be off duty from a shift during one week vacation period in spring and fall, and one (1) officer and three (3) firefighters during the summer vacation. Firefighters shall be permitted to take vacation in five, ten, and fourteen-hour increments, in accordance with the present practice. Single vacation tours may be used from January 1st through December 31st, but full weeks vacation may not be taken between December 15th and December 31st. Any vacation hours not taken at the end of year will be paid by the Town, up to a limit of 30 hours, in accordance with the present practice.

Section Four Any dispute relative to the interpretation or application of this Article shall be the subject to the Grievance and Arbitration Procedure and the language will be changed or remain accordingly.

Article VIII Wages, Call-in Pay and Holdover Time

Section One Effective July 1, 2015 all salaries and salary increases will be based off the starting point of a Step 3 Firefighter. Salaries will be calculated as follows:

Step 1 - (0.89% of a Step 3 Firefighter)	Employment Start/Entrance
Step 2 – (0.92% of a Step 3 Firefighter)	One-year employment anniversary
Step 3 – (Starting point of all step calculations)	Second-year employment anniversary
Step 4 – (1.012% of a Step 3 Firefighter)	Year 10 (Commencing on employment anniversary after 10 years completed service)
Step 5 – (1.01% of a Step 4 Firefighter)	Year 15 (Commencing on employment anniversary after 15 years completed service)
Max Firefighter – (1.012% of a Step 5 Firefighter)	Year 25 (Commencing on employment anniversary after 25 years completed service)

Base pay and defibrillator pay will be paid as outlined in Appendix A hereto. Firefighter defibrillator is 1% of Max Firefighter base salary or 1% of base salary of ranking officers.

If the Town does not implement biweekly payroll by July 1, 2016 for all town unions that have agreed to it by that date in their respective collective bargaining agreements, the Town will return the Union's members to weekly payroll at their option. The Town will implement biweekly payroll for M Schedule and Non Union employees when it implements biweekly payroll for those that have agreed to it. The Town reserves its rights to reinstitute biweekly payroll with respect to the Union's members upon 60 days' notice to the Union if at a date after July 1, 2016 the Town implements biweekly payroll with all unions that have agreed to it in their respective collective bargaining agreements.

Section Two Longevity pay-Educational Incentive

Effective June 30, 1986 (payable August, 1986), all employees shall be permitted to participate in and receive both longevity and school credits at the appropriate individual levels.

(a) Effective July 1, 2015 Longevity Payment shall include a firefighter's base salary by current rank or step, plus: defibrillator stipend, night differential, weekend differential and education incentive. Longevity payment will be based upon the following percentage as determined by the firefighter's years of service:

- 1) One percent (1%) after five (5) years of service
- 2) Two percent (2%) after ten (10) years of service
- 3) Three percent (3%) after fifteen (15) years of service

- 4) Four percent (4%) after twenty (20) years of service
- 5) Five percent (5%) after twenty-five (25) years of service

Effective July 1, 1985, any employee who retires at any time during the calendar year shall receive the full amount due for that year.

(b) Educational Incentive: Any member of the Fire Service Division who has earned and received a minimum of ten (10) semester hours credits or ten (10) one quarter hour credits in the Fire Service Field from an accredited college or university approved by the Fire Chief shall receive, in addition to the employee's base salary, effective July 1, 2015, for each credit so earned five percent (5%) of Firefighter Max or officer's salary at their respective rank (base salary + defibrillator stipend) (b divided by sixty (60) times the number of credits earned, up to a maximum of 5% of a firefighter's or ranking officer's salary (base salary + defibrillator stipend) as set forth in Appendix A hereto for an Associate's Degree. Any employee who retires at any time during the calendar year shall receive the full amount due for that year.

(c) Said longevity payments and/or educational payments shall be made in full by the first pay period in August.

Section Three Call-in pay.

Employees called in for any purpose outside of their regularly scheduled hours, other than regularly scheduled Chief Officer Meetings, shall be paid a minimum of four (4) hours pay at time and one half their regular rate. Regular scheduled Chief Officer Meetings will have a minimum of two (2) hours pay at time and one half the regular rate. If the employee continues to work into his regular shift, he shall receive premium pay only for the hours prior to the start of the shift.

Section Four Holdover-time

When employees are required to work fifteen (15) minutes or more after a regular tour of duty is ended, overtime compensation shall be paid in accordance with the following conditions:

- (a) Overtime after a regular tour must be fifteen minutes or more.
- (b) This will include working fires, rescue calls, apparatus in mutual aid and emergency stills.
- (c) The above overtime will be paid at time and one half the regular hourly salary when overtime funds are available. In the event overtime funds have been expended, employees shall be compensated in accordance with Chapter 48, Section 58C of the General Laws: "If an officer or member other than the Chief of the fire fighting force of the fire department of a city or town shall be required to be on duty for any period in excess of his regular hours of duty as from time to time established, he may be given time off equal to such period of overtime duty or, if time off cannot be given by a reason of a personnel shortage or other cause he may be paid for such period of overtime duty as such an hourly rate as may be determined by the authority in charge of a fire department, which rate shall in no event be less than one and one half of the basic hourly rate of his regular compensation for his average weekly hours of regular duty". If this compensation is to be given as time off it is understood by the Union that the time off shall be at the discretion of the Officer in Charge.
- (d) A two (2) hour minimum shall exist for the same overtime.
- (e) In the event it should become necessary for a firefighter to stand-by due to a shortage of firefighters coming on duty for a shift, it is understood that this firefighter

shall be compensated for this time for a minimum of two hours after the first fifteen minutes. This provision shall apply only for contract year 1999 and shall expire on June 30, 1999 unless extended by mutual agreement between the Town and Local 1297.

Section Five Night Tour Differential

Effective July 1, 2015, a night tour differential will be calculated on: (a Firefighter's base salary at each step or rank + defibrillator stipend) multiplied by 5.4% and will be paid to persons holding the positions covered by this Agreement as described in Appendix A hereto for all time worked between the hours of 6:00 P.M. and 8:00 A.M. Night tour differential shall not be included in base for the purpose of calculating overtime pay and shall not be included in holiday pay, but shall be included in sick pay, paid injured leave, other paid leave, and vacation pay, and shall be deemed regular compensation for retirement/pension purposes to the extent permitted by law.

Section Six Weekend Differential

Effective July 1, 2015, there shall be a \$2.295 per hour weekend differential paid on all scheduled weekend day tours. On July 1, 2016 the amount will increase to \$2.34 and on July 1, 2017 the amount will increase to \$2.38. At the expiration of this agreement the amount shall remain at \$2.38. The weekend differential shall be included in salary (base salary + defibrillator stipend) for the same purposes set forth in Section 5, above, but shall not be included in salary (base salary + defibrillator stipend) for those purposes excluded in Section 5, above.

Section Seven EMT stipend

Effective July 1, 2015 all bargaining unit employees who are Emergency Medical Technicians (EMT's) shall receive a stipend of 2% (two percent) of their respective salary (base salary + defibrillator stipend) as set forth in Appendix A hereto; all firefighters will receive their stipend based on Firefighter Max/Step 6 regardless of hire date; such payment is to be made on or around December 15th of each year.

Effective on November 17, 1993, all bargaining unit employees who are EMT's shall receive in their regular paychecks \$5.00 for each tour when they are assigned to the Rescue. All tours will be totaled at the end of each month and paid in the next available paycheck. Effective July 1, 1999, the \$5.00 for each tour will be increased to \$10.00 for each tour.

Section Eight

This side agreement is intended to address changes, which may occur in the future concerning EMT duties and a procedure for bargaining concerning those changes.

- (a) In the event that new technology becomes available which is assigned to the EMT-Basic certification, as that certification is defined in 170 CMR 810 and provided that the training for use of such technology is sixteen (16) hours or less, the parties agree to engage in bargaining over the new duties and all matters related to the performance of such duties. This bargaining shall be independent of successor bargaining for an overall labor agreement. If, after good faith bargaining, the parties are unable to reach agreement on all matters concerning the new duties the Town may implement the changes, provided however, that either party may raise issues concerning the introduction of these duties in the context of successor bargaining.

- (b) In the event that the Town seeks to introduce technology involving more than sixteen (16) hours of training or to require new or present bargaining unit employees to obtain other EMT certifications, e.g., EMT-I or EMT-P, as those certifications are defined in 170 CMR 820 and 170 CMR 840, or to require present bargaining unit employees certified as EMT-Basic to employ devices on which they were not previously trained, such proposed changes must be made in the context of successor bargaining unless the Union agrees otherwise.

Section Nine New Recruits

No overtime costs will be given to new recruits when they are assigned to the Fire Academy. Transportation to the Academy will be arranged by the Town to the Academy.

Section Ten Defibrillator Compensation

Effective July 1, 2015 all members will receive an additional one-percent of their respective base salary added to their salary for being certified to operate a defibrillator as set forth in Appendix A hereto; all firefighters will receive their stipend based on Firefighter Max/Step 6 regardless of hire date.

Section Eleven Expiration of EMT or Defibrillator Stipend

In the event that a firefighter's EMT and/or Defibrillator Certification expires the firefighter shall not receive any stipend or differential that is granted for holding such a certification.

Any firefighter who holds such EMT or Defibrillator Certification shall (as soon as reasonably practicable) notify the Fire Chief in writing should they seek to be (or are), placed on Injury Leave, Sick Leave or Light Duty that is expected to (or does) last more than fourteen (14) consecutive calendar days. Upon receipt of such notification, the Fire Chief will advise the Firefighter in writing of any scheduled re-certification courses during the period the firefighter has indicated that he/she will be on Injury Leave, Sick Leave or Light Duty. The affected firefighter will have the option of participating in any scheduled re-certification course(s) provided that he/she has presented the Fire Chief with written documentation from his/her physician which indicates that the firefighter is fully and completely physically capable of participation in the re-re-certification course(s) without risk of harm to himself/herself or others. The required physician's documentation shall be delivered to the Director no later than twenty-four (24) hours before the scheduled course starting date.

Should the firefighter's EMT or Defibrillator certification lapse because of failure to participate in the re-certification course(s) either by choice or through lack of authorization from the primary care physician as previously stated, then the firefighter shall thereafter lose any stipend or differential granted for such certification. Thereafter, the appropriate stipend or differential shall not be reinstated until the successful completion of a subsequently scheduled re-certification course.

Section Twelve Acting Lieutenants Pay

Effective January 1, 2008 the senior firefighter on the Ladder 1 truck shall receive Lieutenant's pay when a senior officer is not present on the Ladder 1 truck. Should a firefighter become injured while acting as a Lieutenant when no senior officer is present on the Ladder 1 truck, he/she shall be compensated at the rate of a firefighter should he/she be placed on M.G.L. Chapter 41, section 111F, injured while on duty leave.

Article VIII-A Deferred Wage Increase

Section One Deferred Increase (1984)

Effective July 1, 1984 a deferred wage and salary increase of five percent (5%) shall be paid to any bargaining unit employee upon leaving the employment of the Town after July 1, 1984, provided that said employee was employed by the Town on or before July 1, 1984. Said deferred increase will be computed on the date of separation by increasing the employee's then-applicable base rate by the amount necessary to make the employee's average actual salary over the preceding three years equal to what his average salary would have been, over the same three year period, had the five percent (5%) increase been granted on July 1, 1984. The employee will thus be paid on the date of separation a lump sum equal to the difference between his newly computed (as described in the preceding sentence) base rate and the pre-computation base rate, i.e. a fifteen (15%) adjustment.

Section Two Deferred Increase (1991)

Effective July 1, 1991 a deferred wage and salary increase of two percent (2%) shall be paid to any bargaining unit employee upon leaving the employment of the Town after July 1, 1991, provided that said employee was employed by the Town on or before May 1, 1993. Said deferred increase will be computed on the date of separation by increasing the employee's then-applicable base rate by the amount necessary to make the employee's average actual salary over the preceding three years equal to what his average salary would have been, over the same three year period, had the two percent (2%) increase been granted on July 1, 1991. The employee will thus be paid on the date of separation a lump sum equal to the difference between his newly computed (as described in the preceding sentence) base rate and the pre-computation base rate, i.e. a six (6%) adjustment.

Article IX Clothing Allowance

Section One Cleaning Allowance

Effective July 1, 2004 employees shall be given an annual cash allowance of \$300.00 to help defray the cost of cleaning and maintaining clothing, said payment to be made on July 1st of each year.

Section Two Clothing Allowance

The unit members are responsible for the enumerated items of clothing each year. The Town agrees to allot \$350.00 per member effective July 1, 2008. Effective July 1, 2015 any employees who submits their retirement papers will not be eligible for any clothing allowance effective the day they apply for disability or regular retirement.

- | | |
|--------------------------|-----------------------------|
| 1. Neckties | 9. Storm Coat – Car Coat |
| 2. Uniform Hat | 10. Jacket – Military Style |
| 3. Uniform Shirts | 11. Shoes |
| 4. Uniform Trousers | 12. Socks |
| 5. Service (work) Shirts | 13. Sweater – Commando Type |
| 6. Service (work) Pants | 14. Uniform Blouse |
| 7. Belt | 15. Golf Shirt – Polo Shirt |
| 8. Baseball Caps w/patch | 16. Uniform Blouse |

The present practice with respect to furnishing protective clothing shall continue.

Section Three Uniforms

Effective July 1, 1985, stolen or damaged hard goods or other equipment issued to employees without negligence on the employee's part shall be replaced by the Town at the Town's expense. While in performance of duty, uniform clothing torn, ripped, or stained through no negligence on the employee's part, shall be replaced at the Town's expense.

Article X Sick Leave and Earned Personal Leave

Section One Sick Leave Accrual

Earned sick leave with pay will be limited to one and one-quarter days per month, not to exceed fifteen days per year, and will be credited on the first day of each month. Sick leave credit will begin on the first day of the month following employment except as otherwise provided in subsection A, section 12, Article 7C of the Town-by-Laws. Employees having an aggregate of more than two (2) days of authorized leave without pay in any calendar month shall not receive sick leave credit for that month. Employees having unauthorized absence without pay in any calendar month shall not receive sick leave credit for that month.

Section Two Sick Leave Restrictions

- a) In case of abuse of sick leave, the Fire Chief may follow the procedure of a written warning followed by suspension subject to Article VI. No employee shall be required to produce a doctor's certificate unless the Town agrees in advance to pay the cost thereof. This provision shall be in effect on a trial basis in accordance with the Fact-finder's recommendations.
- b) Effective July 1, 2015 there shall be no overtime authorized for a firefighter until he/she has physically reported for duty and worked a full 24-hour shift. In order to fulfill this requirement, a firefighter must actually work at least a full tour (10 or 14 hours) of duty; the remainder of the 24-hour shift may be taken as regular time off (including EPD, PD, EPD2, Vacation or Holiday, but excluding sick leave). The entire 24-hour shift must be filled by actually working two full tours totaling 24 hours or by a combination of actually working a full tour and using regular time off. Sick leave may not be used to meet this requirement.
- c) If an employee is on sick leave, on a scheduled workday, then no other work activities are permitted.
- d) An employee will be charged for two tours, i.e. 2.5 days for missing a 24-hour shift due to sick leave.
- e) If two (2) shifts are missed due to sick leave the employee may be required to secure a certificate from a doctor justifying the claimed illness and the readiness to return to duty at Town's expense.
- f) Sick leave taken after shift starts will be charged as follows:
 - 1. Before 1 P.M. the entire 2.5 days will be charged
 - 2. 1.75 days charged if leave after 1 P.M.
 - 3. 1.25 days charged if after 6 P.M.
 - 4. .5 days charged if after 11 P.M.
- g) When requesting parental leave under the Town's Policy, the member will be entitled to 96 hours of sick leave to be used during the first four scheduled 24-hour

shifts following the birth of a child. A member may petition the Chief to grant an exception to the scheduling of this leave if the member can prove that a hardship will result with respect to child care. If the request is unreasonably denied the Union may appeal on behalf of the member to the Town's Human Resource Director. The determination of the Human Resource Director shall be final.

Section Three Sick Leave Buyback

Effective July 1, 1997 on retirement an employee or their estate shall be given twenty five percent (25%) of the unused sick leave to their credit at their regular rate of pay. Any firefighter hired after July 1, 1997 shall have their sick leave capped at one hundred and fifty days (150) days for the purpose of sick leave buy back.

Section Four Earned Personal Leave

Effective January 1, 1995, employees who do not use sick leave shall be granted earned personal leave without loss of pay up to five (5) tours of duty (day or night tour) per calendar year in accordance with the following.

- (a) Employees, who do not report out sick January 1 to March 31, shall receive one (1) additional personal tour.
- (b) Employees, who do not report out sick from April 1 to June 30, shall receive one (1) additional personal tour.
- (c) Employees, who do not report out sick from July 1 to September 30, shall receive one (1) additional personal tour.
- (d) Employees, who do not report out sick from October 1 to December 31, shall receive one (1) personal tour.
- (e) In addition to the foregoing, those employees who do not report out sick more than four (4) tours during the calendar year shall receive one (1) additional personal tour. If so earned, a firefighter may use this personal day as the fifth person off on any given tour.
- (f) Personal tours earned each year for good sick leave record may not be accumulated beyond one (1) year from the date of its being credited. Example: if no sick leave tour is taken between January 1 through March 31, the personal tour must be taken by March 31, of the following year.
- (g) Personnel to be allowed time off up to one (1) man above the three (3) man limit presently allowed outside normal summer vacation period. (Any combination of holiday leave, vacation time, personal tour).
- (h) Effective January 1, 1995 during any quarter as specified in subsections (a), (b), (c) or (d) above in which a bargaining unit employee is on injured leave for fifty percent or more of the total tours in that quarter, then he shall not be entitled to the additional earned personal day for that quarter.
- (i) Earned personal days must be taken within one year of their accrual or they will be paid within one month of the expiration of that year.

Article X-A Personal Leave

In addition to the earned personal leave described in Article X above, each bargaining unit employee shall, effective July 1, 1985, be permitted to take one personal day at any time during each calendar year, regardless of manpower. This tour cannot be taken on Christmas Eve, Christmas Day, or Christmas Night.

Article XI Injury Leave

Section One An employee absent from duty on account of sickness, injury, or disability incurred in the performance of their duty, or while on duty or during their regular shift shall receive full injured leave pay during their absence and be entitled to examination and treatment by a physician of their own choice.

Their physician shall be afforded full opportunity to consult with the physician of the Town prior to any determination by such physician as the employee's fitness to resume duty. If the employee's physician and such Town Physician disagree to such "fitness" they shall thereupon jointly designate a physician agreeable to both, who, at the Town's expense, shall examine the employee and render an advisory written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by them to both the Town's physician and the employee's physician. In the event of their inability to agree upon a third physician, a physician will be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, in cooperation with the parties hereto, upon which event such physician, at the Town's expense shall so examine the employee and render his opinion as aforesaid. Pending receipt of such advisory opinion and action of the Town Physician thereupon, the Town shall not require the employee to return to duty and shall continue to fully compensate them for the lost time incident to any such absence.

All personnel will sign medical authorization forms when assigned to injury leave. Forms will authorize medical information review only in regard to injury sustained or preexisting condition exacerbated.

All personnel will complete a "Line of Duty Statement of Injury" or a "Statement of Witness to Injury" as soon as practicable following a line of duty injury.

Section Two The Town and the Union recognize that certain provisions of c.306 of the Acts of 1996, the Disability Reform Law (the "Law"), make incumbent upon the Town and the Arlington Retirement Board certain responsibilities with regard to injuries of bargaining unit employees incurred while on and off the job. The parties recognize that section 56 of the Law provides that nothing in the law shall supersede or restrict any rights of employees provided for in any collective bargaining agreement in effect on November 7, 1996. The parties that Articles, X, XI, and XV of the collective bargaining agreement deal with the responsibilities and duties contemplated by *10 of the Law relating to Early Intervention. The parties hereby acknowledge that they choose to be governed and subject to these provisions and the practices thereunder with regard to how line of duty injury claims are currently administered without recourse to the provisions of *10, except that following the exhaustion of the procedures contained in these provisions and the practices thereunder and the resolution of any grievance, if it is determined that an employee is able to perform limited duty and the employee fails to comply with such a determination, then the employee will be subject to the provision of G.L. c. 32, *5B, as amended. It is the intention of the parties that only the Early Intervention Program as provided for in *10 of the Law is superseded hereby and that all other provisions of the Law remain in effect to the extent applicable provided that neither party waives any rights it may have under any law.

Section Three An employee on injury leave shall not engage in the performance of activities inconsistent with the injury that caused their absence from duty. This paragraph is not intended to nor shall it be construed to prevent an employee from engaging in activities, including second jobs, but not including physical labor, which are not inconsistent with the reason for such absence from duty. Any employee engaging in such activities will notify the Fire Chief prior to such activities.

Article XI-A Light Duty

The intent of this policy is to provide a procedure and mechanism for employees who, although unable to perform full firefighting duty, are capable of performing meaningful duties within the Arlington Fire Department; assigning them appropriate tasks and work schedules; monitoring their medical condition by a physician to determine whether limited duty should continue or be ended either by a return to full firefighting duty or by termination of employment. The purpose is to give the Town the right to assign employees who have been injured on duty, or to provide for employees who are sick or injured due to non job related illnesses or injuries, the opportunity to contribute to the work and productivity of the Department and, where possible, protect personal sick leave for the provisions of M.G.L. c.41, s. 111F and both the Town and the employee retain all rights and restrictions granted to them by M.G.L. c. 41, s. 111F.

Eligibility This policy shall apply to all employees who have been injured in the past, present, or future while in the performance of their duties within the meaning of M.G.L. c. 41, s. 111F, and employees who will in the future be receiving sick leave benefits for non work related injuries and illnesses. This policy shall apply after the employee has been absent from work on injury leave for thirty days from the date of such injury, excluding hospital time. Employees who will be out on extended sick leave may petition the chief for light duty evaluation.

Procedure

- (a) Any employee who has been absent from duty on injury leave, within the meaning of c.41, s.111F, may be assigned by the town to limited duty and any employee absent from duty due to non work related injury or illness may request to be assigned to limited duty by the Town pending a return to full duty. The Town will arrange for a medical evaluation regarding the length and extent of disability, including an opinion as to the ability of the employee to perform limited duty. In the event that the employee disputes the Town's medical evaluation, the employee may elect to be examined by his/her own physician at the expense of the employee and said physician shall be afforded a full opportunity to consult with the Town's physician as to the fitness of the employee to perform limited duty. If the Town's physician and the employee's physician disagree as to the employee's fitness for limited duty a third physician agreeable to both shall examine the employee and render a written advisory medical opinion as to the employee's fitness for limited duty (at the expense of the Town). The third physician's opinion shall be advisory to the parties. Such light duty to be effective immediately or if light duty is not indicated, the employee shall continue to be carried on injury leave status.
- (b) Each physician shall be provided with a description of limited duty activities and shall have access to all pertinent medical records.
- (c) When an employee is assigned to limited duty, such limited duty shall not interfere with any on-going medical treatment. During any period when limited duty is being performed, if the employee loses work time and such loss is related to the line of

duty injury, the lost time shall be charged to injury leave status. If the employee is assigned, at their request, to limited duty due to a non job related illness or injury and loses work time it shall be charged to their sick time. Notwithstanding the foregoing it is understood that a change of status from limited duty to line of duty or sick leave shall follow established procedures governing same independent of the limited duty status.

- (d) Limited duty shall cease when the firefighter is either capable of returning to full firefighting duty status as provided in Article XI of the agreement or is retired. Limited duty status shall continue during an appeal of an adverse medical and/or Retirement Board Ruling.
- (e) In the event that the procedure for determining fitness for light duty as outlined previously results in a determination that light duty is not appropriate, the Town and/or the employee shall be free to reinstate the procedure after a reasonable time or if either party has reason to believe that the employee condition has improved but in no event within 30 days of the determination of inappropriateness. Employees assigned to limited duty shall receive full wage and benefit compensation.
- (f) The fire suppression force shall not be reduced because of establishment of limited duty.
- (g) Limited duty shall be performed on a work schedule of Monday through Friday from 0830 hours to 1630 hours or assigned to their deputy during their regular shift. This will be at the discretion of the Chief.
- (h) Limited duty shall consist of tasks assigned by the Chief (with the physician recommendation in mind), including but not limited to the following:

Clerical:

- 1. Filing
- 2. Setting up new or updating existing files
- 3. File bills and records
- 4. FLSA
- 5. Attendance book
- 6. Answer phones
- 7. Weekly department forecasts

Training:

- 1. Assist training officer with training

SCBA:

- 1. Mark and help keep SCBA clean
- 2. Help in charging air tanks

O2:

- 1. Help in keeping O2 tanks charged

Extinguishers:

- 1. Help in keeping portable extinguisher charged
- 2. Help in marking portable extinguishers

Hose:

- 1. Help in marking of hose
- 2. Help in recording of hose testing

Computers:

1. Assist in input of data needed for records

Hydrants:

1. Assist in hydrant inspections

Fire Prevention:

1. Assist in inspection of homes for placement of smoke detectors
2. Assist in inspection of building for hazards and information needed to update records
3. Enter information for permits
4. Cover office for phone calls

Deputies:

1. Assist deputies on duty
2. Pick up and deliver letters and other information needed to Town Hall or any other area requested

Equipment:

1. Help in ordering office supplies
2. Help in ordering protective gear
3. Help in ordering supplies for stations
4. Pick up supplies for above

Citizens Assistance:

1. Whenever possible try to have an educational program on fire safety to school, elderly, etc.
2. Assist groups for tours of stations – scouts etc.

If the Chief intends to add any tasks not presently specified in this subsection, they shall notify the Union of his/her intention in advance and meet with the Union upon request concerning such tasks. All assigned tasks shall be within the physical capabilities of the employee.

Disputes Disputes regarding the interpretation or application of this program including either parties' rejection of the third physician's advisory opinion under section 2 (a) shall be subject to grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

Article XII Hours of Work and Overtime

Section One A twenty-four hour shift shall retain all aspects of the current 10 and 14 hour schedule so that current practices in regard to fringe benefits and other issues as set out below remain intact.

- a. Shift starts and ends at 0800 A.M.
- b. No employee may serve for more than 48 hours unless assigned by the Town to do so. Shifts can be split for swap purposes.
- c. No staff personnel will be assigned the 24-hour shift.

Section Two Overtime opportunities shall be distributed as equitable as practical, overtime list shall be posted by the Fire Chief.

Section Three The following shall not constitute refusal of overtime:

- (a) Vacation or holiday leave.
- (b) Sick or injured leave.
- (c) Triple shift required; however, triple shift clause can refuse shift between two (2) others you are scheduled.

Article XIII Convention Leave

A total of twelve (12) personal days (tours of duty) without loss of pay shall be granted so those delegates selected by the Union may attend the state and/or national convention of the I.A.F.F. These days may also be used by the President and/or his designee for the purpose of attending State Meetings and Seminars but may not be carried over from one year to the next. Effective June 30, 1996 no more than two (2) employees per group may be granted leave at the same time to attend such conventions, Meetings or Seminars.

Officers of Local 1297 on duty at Park Circle and Highland Stations shall be permitted to attend the Local 1297 membership and Executive Board meetings.

Article XIV Physical Fitness Program

The Director of Community Safety shall have the right to implement and continue a physical fitness program with training appropriate to the program at Arlington High School, Arlington Boys Club or other local facility.

Article XV Holidays

A firefighter will have 13 holidays each year, which he/she may elect as time off or paid. If the firefighter elects to have his/her holidays paid, he/she may choose one of the following three ways to receive this payment:

- a) Five (5) the first payroll in July and the remainder in the first payroll of January
- b) Five (5) on the first or second payday in December and the remainder the first payroll in January
- c) Five (5) the first payroll in July, five (5) on the first or second payday in December, and the remainder in January

Effective July 1, 1999 the Town will grant one additional holiday, which must be taken in the form of time off. An employee who has worked part of a holiday shall not be penalized for refusing to work a detail, which includes another part of the same holiday.

Notwithstanding the provisions of Article X, Section 4 (f), above, effective July 1, 1984, any unused holidays not taken during the calendar year will be compensated in January of the following year.

Effective December 2004 the Town will pay double time for all on duty for Christmas Eve (14 hours) and Christmas Day (24 hours).

Article XVI Outside Details

Section 1) Rates of Pay for Outside Details. Effective July 1, 2015 outside details are defined as details which are paid for by private entities and include but are not limited to, blasting, fire watch, crowd manager, demolition and dust control, and welding and or "hot" work. Town details, including but not limited to SAFE and Town Day, not included in the definition, are exempt from the following requirements, and will be paid at regular Overtime Rates.

- a) All members of the union are eligible for outside details. A member may request that his/her name be placed on the Outside Detail List.
- b) Outside details shall be paid at \$49.81 hour (FY '16) with a minimum of 4 hours. Such rate is to be adjusted yearly in the same percentage as the percentage annual salary increase. If an assignment requires actual work of more than 4 hours (up to a maximum of 8 hours), an additional minimum of 4 hours will be paid.

How the regular outside detail rate will be calculated:

Lt's Base + Lt's Defib + Lt's Night differential divide by 52 weeks then 42 hours. Then multiply by Time and a half (1.5)

Example Using numbers for FY '16

$\$68128 + 681 + 3716 = \$72525 / 52 = \$1394.71 / 42 = \$33.21 \times 1.5 = \$49.81$

- c) An outside detail assignment on a Sunday, on one of the holidays recognized in Article XV of this agreement, or between 12:00 am and 8:00 am shall be paid at a rate of time and one-half of the regular outside detail rate in section a) above.
- d) In the event that an outside detail assignment continues for more than eight (8) hours, employees so assigned shall be paid time and one-half their applicable hourly outside detail rate for each such hour worked in excess of eight (8) hours.
- e) When a detail is to be supervised, as determined by the Chief in his discretion, an Officer (or Senior Firefighter if no officer shall accept the assignment) shall be assigned and paid at a rate equal to the hourly outside detail rate plus the Captains' rank differential (31%).
- f) Any outside detail assignment outside the borders of the Town of Arlington shall be paid at that city's or Town's outside detail rate consistent with current practice at the time this provision is agreed to. Any rules governing such outside details will be determined by the city or town in which the detail is performed. Assignments will be made from a separate Out of Town Outside Detail List. A member may request that his/her name be placed on the Out of Town Outside Detail List.

Article XVII Health Insurance

Section One The Town shall provide the following health insurance plans to employees, who may choose either individual or family plans:

- 1) An indemnity plan, Major Medical, to which the Town shall contribute 75% the employee 25%.
- 2) A point-of-service plan, Blue Choice, to which the Town shall contribute 75%, the employee 25%.
- 3) Health Maintenance Organizations, HMO Blue and Harvard Pilgrim Health Plan, to which the Town shall contribute 85%, the employee 15%.

Section Two The Town shall offer a group Dental Plan 100% of which shall be paid by the employee.

Section Three Employees first hired by the Town on or after June 30, 2008 shall contribute 25% toward the cost of Health Maintenance Organizations.

Section Four

Health Insurance Employee Premium Contribution Rates Upon Transfer to GIC:

This provision is expressly conditioned on and subject to the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee's Premium Contribution Rate
HMOs	15%
PPOs, POS & Other Plans	20%
Indemnity Plans	25%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If after successfully transferring members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

HMOs	15%
All other plans	25%
•All Plans	Employees hired on or after December 1, 2011 shall pay 25%

Opt-Out Program: For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days notice to the AFSCME President in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

Flexible Spending Account: The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (June 30, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.

Voluntary Dental, Re-bid and Administration: The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage, however, if they have a qualifying event they may rejoin no sooner than two years after dropping coverage.

Health Reimbursement Arrangement: Upon the exhaustion of the EHMF funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of \$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the AFSCME President and provide an electronic notice to those subscribers who provide an email address to the Personnel Department.

Acknowledgement that GIC will Determine Dollar Amount of Copayments, Deductibles and other Cost Sharing Plan Design Features. Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers. This provision shall replace the parties May 2008 Memorandum of Understanding which amended Article XX of the parties' collective bargaining agreement and that document shall no longer be in effect, with the following exception: if the Town is unable to transfer members/subscribers to the GIC or withdraws members/subscribers from the GIC, the Memorandum of Understanding dated May 2008 shall determine the dollar amount of copayments, deductibles, and other cost-sharing plan design features until and unless the dollar amount of such features have been determined by future bargaining or future changes pursuant to M.G.L. c. 32B, §§ 21-29. Therefore, AFSCME acknowledges and agrees that there is no inconsistency between this 2009-2012 collective bargaining agreement and changes that will occur to health insurance benefits upon the Town transferring members/subscribers into the GIC pursuant to M.G.L. c. 32B, §§ 21 and 23. Accordingly, AFSCME acknowledges and agrees that no delay in implementation of the transfer to the GIC is required by Section 4 of Chapter 69 of the Acts of 2011.

Article XVIII Promotion Lists and Promotional Exam Leave

Section One In so far as possible, within the limits of Civil Service Law and procedures, the town will take all necessary steps to have adequate promotional lists in effect at all times.

Section Two Any firefighter who is registered to take a civil service promotional exam will have the option of taking off the day of the exam, as well as the night tour prior to the day of the exam. This absence is only available to those firefighters who actually take the examination. A firefighter, who is scheduled to work on the day of the exam, and takes the day off for the purpose of taking the exam, is responsible to return to duty for the night tour. This absence will be paid and will not be deducted from any available paid leave.

Section Three Assessment Centers: The parties agree that a fully delegated assessment center shall be used as the promotional process for the selection of deputy chiefs within the department. The assessment center shall be in conformance with all civil service laws. The parties agree that an outside vendor will be used to conduct any assessment center. Local 1297 shall appoint one member to an advisory panel which shall be convened to participate in the selection process of the vendor. The Town Manager reserves his statutory right to select the vendor. Any vendor selected hereunder shall be approved by the Commonwealth's Human Resource Division (HRD) as qualified to administer assessment centers as part of a civil service examination. The Town may charge participants an amount no greater than the amount that HRD/civil service charges for the written exam in order to participate. The Town agrees that the participants shall be given sufficient notice in order to study for any written examination component requiring the review of written materials; the vendor conducting the assessment center shall determine what constitutes sufficient time for review of the materials.

Section Four The Town shall pay for two sets each of study guides for the Human Resources Division promotional exams for Fire Captain and Lieutenant.

Section Five The Town shall provide 100% reimbursement for those who pass Human Resources Division Promotional Exams.

Article XIX Bereavement Leave

An absence with pay for three (3) tours shall be granted in case of death of immediate family. Immediate family shall be defined as spouse, child, father, mother, sister, brother, grandparents and fathers and mother-in-law. An absence of one (1) tour shall be granted in case of death of an employee's other in-law or grandparents of spouse. An employee will not be required to return to work sooner than the day after the funeral.

Article XX Jury Duty

When a firefighter has to report to jury duty the morning after a shift he/she shall be relieved of their duties at 2100 hours or 9:00 p.m.

Article XXI Captain as Chief Officer

Effective July 1981 employees with rank of Captain when serving in the capacity of Chief Officer shall be compensated at the same rate of pay as a Chief Officer.

Article XXII Administrative Staff Differential

Effective July 1, 2000 all firefighters assigned to staff positions within the administrative office of Fire Services will receive a 5.4% differential.

Article XXIII Court Time

Section One An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of their duty for or in behalf of the Commonwealth or the Town, in a criminal case or civil case related to the performance of duty pending in any district court, any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision of agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of their duty for the Government of the United States, the Commonwealth or the Town in a criminal case pending in a federal district court, or before a grand jury proceeding, or commissioner or in conference with United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related hearing or proceeding, shall be entitled to overtime compensation at the time and one-half rate for every hour or fraction thereof during which they were in such attendance or appearance, but in no event less than three (3) hours such pay.

Employees will be credited with one (1) hour of court time for travel to and from court.

Section Two An employee who is required to appear for Court time during their vacation shall receive, in addition to their regular time payment, a compensatory day and one-half (1 ½) for each day of vacation or any fraction thereof, in which they are required to appear for court time.

Article XXIV Swap Procedure

The Town agrees to maintain the current swap procedure.

Appendix XXV Drug and Alcohol Use Policy

The following is the policy of the Town of Arlington regarding testing associated with alcohol misuse and drug use by Firefighters. The following policy is effective for all members of the collective bargaining unit on July 1, 1999. The terms alcohol misuse, drug use and substance abuse are used interchangeably in this document. The name and telephone number of the person who can answer any questions a firefighter may

have about the alcohol and drug rules and assist a firefighter in substance abuse situations appears on the last page of this policy.

The purpose of this program is to establish that the Town of Arlington and employees covered by this agreement expect a work place free of the effects of alcohol misuse and drug/substance abuse. The main emphasis of the testing associated with this program shall be counseling and rehabilitation of employees who have a problem with alcohol misuse and substance dependency.

TERMS AND ABBREVIATIONS

BAT Breath Alcohol Technician
DHHS Department of Health and Human Services
EAP Employee Assistance Program
EBT Evidential Breath Testing
MRO Medical Review Officer
NIDA National Institute on Drug Abuse

Definitions

The Director: The Fire Chief.

Supervisors: The Fire Chief, or Acting Director, Deputy Chief, or Acting Deputy Chief.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration: Also called alcohol content, the alcohol in a volume breath, (expressed as grams of alcohol per 210 liters of breath) as indicated by an evidential breath test, such as a Breathalyzer.

Alcohol Use: The consumption of any beverage, mixture or preparation, including medications, containing alcohol.

Breath Alcohol Technician: An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing (EBT) device.

Confirmation Test: In Alcohol testing: a second test, following a screening test with a result of 0.02 or greater, that provides quantitative measurement of alcohol concentration. In drug testing: a second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principal from that of the alcohol-screening test.

Controlled Substances: In this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning. Unless otherwise provided, these terms refer to: marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, including methamphetamines.

Evidential Breath Testing Device: A device used for alcohol breath testing that has been approved by the National Highway Safety Administration.

Medical Review Officer: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant biomedical information. The Selection of Medical Review Officer, and the drug-testing vendor will be agreed upon between Local 1297 and the Town.

Screening Test: In alcohol testing: the initial test to determine if a firefighter has a prohibited concentration of alcohol in his or her system. In controlled substance testing : a screen to eliminate negative urine specimens from further consideration.

Substance Abuse: Refers to patterns of substance use that result in health consequences or impairment of social, psychological and occupational functioning.
Substance Abuse Professional: A licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Scope of Coverage

Any person employed by the Town of Arlington as a Firefighter is covered by this policy. All Firefighters, irrespective of rank, are covered by this policy.

All firefighters covered by this policy shall be fully informed of the Town's alcohol and drug testing policy. Firefighters will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Town shall inform the firefighters of the types of testing, how the tests are conducted, what the tests can determine, and the consequence of testing positive for alcohol misuse or drug abuse. Firefighters who voluntarily come forward and ask for assistance to deal with an alcohol or drug problem shall not be subject to discipline for having done so.

Alcohol and Drug Prohibitions

Alcohol

1. A Firefighter may not report for duty or stay on duty:
 - a. with a blood alcohol concentration of 0.04 or greater
 - b. if in possession of alcohol (unless it is being transported as cargo) Note: this includes any product (medication, food or other product) containing alcohol, regardless of the alcohol content.
 - c. if using alcohol
 - d. within four hours of using alcohol
2. A Firefighter who has an accident may not use alcohol until post-accident testing is done or for a period of eight hours, whichever comes first.
3. Firefighters cannot refuse to submit to alcohol testing.
4. Supervisors who know about any of the above acts cannot permit the Firefighter to perform their job function.

Drug

1. A Firefighter may not report for duty or stay on duty while using any controlled substance. There may be an exception to this ruling if a physician has prescribed a substance and has advised a firefighter that it does not interfere with their ability to perform their job function in a safe manner.
2. A Firefighter may not report for duty or stay on duty if they have tested positive for a controlled substance.
3. Supervisors who know about either of the above acts cannot permit the firefighter to perform their job function.
4. The Director may request a firefighter to report the use of therapeutic drugs.

TYPES OF TESTING

There are four situations where tests can be done to determine the presence of alcohol and/or drugs. Testing shall be performed by a laboratory certified by the Federal Substance Abuse and Mental Health Service Administration (SAMHSA).

1. Pre-employment and Pre-promotional

Any new hire will be required to successfully complete a drug and alcohol test prior to assuming their job duties. Any firefighter who has been selected for a promotion or special assignment will be required to successfully complete a drug and alcohol test prior to assuming their job duties. A firefighter will not be considered for a promotional position who has had a positive drug and/or alcohol test within two years of their application.

2. Post-Accident

A firefighter may be required to take a drug and alcohol test following an accident where a life was lost, an individual was seriously injured, substantial damage to property occurred, or the firefighter was cited for a moving traffic violation. Post-accident alcohol testing should be done within two hours of the accident. If a test cannot be done within eight hours, it probably will not be done. Post-accident drug testing shall be done within 32 hours, or not done at all. The Supervisor may require a firefighter to have a post-accident physical.

3. Reasonable suspicion

A firefighter may be required take a drug and alcohol test if there is reasonable suspicion on the part of the Supervisor, that the firefighter has been using drugs or alcohol in violation of this policy. "Reasonable Suspicion" is something more than a hunch but less than probable cause. It means a reasonable individualized suspicion which can be articulated, that the employee has violated this policy. It must be based upon specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs and/or alcohol in violation of this policy.

The Supervisor shall provide an employee suspected of alcohol misuse or drug abuse with a written report evidencing the basis for the testing. Such report must be made available within twenty-four hours of the time the test is taken.

The Supervisor shall be responsible for contacting the Union President, or his designee on a given shift, prior to sending the firefighter for testing. The reasons for testing should be explained to the union official and the union official will be allowed to state whether he objects to the decision to send the firefighter for testing. The Supervisor, after conferring with the union official, may have the firefighter submit to testing. The Supervisor does not need to secure the approval of the union official in order to have the firefighter submit to testing. In the absence of being able to contact the union official, or their designee, the supervisor can order the test. It is incumbent upon the supervisor to show an aggressive good faith effort to contact the union official, or his designee.

If the basis of the reasonable suspicion is the behavior of the firefighter, then at least one other firefighter in a supervisory capacity must confirm the behavioral observation. If the basis of the reasonable suspicion is direct observation of alcohol or drug use then another supervisor does not need to confirm the decision to test. In the event that a firefighter has reason to believe that a superior officer is under the influence of alcohol or drugs, they should report this to another superior officer. This superior officer will be required to make a determination as to whether reasonable suspicion exists, in accordance with the provisions of this policy.

Examples of "reasonable suspicion" may include, but are not limited to the following:

- A) observation phenomena, such as direct observation of on-duty alcohol use or possession and/or direct observation of on-duty use or possessions of illicit drugs, and/or the on-duty display of behaviors which appear to be indicative of the use of any illegally-used drug, controlled substance, or alcohol and are not attributable to other factors;
- B) a pattern of abnormal conduct, erratic behavior (slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, etc., or deteriorating work performance, including but not limited to, frequent absenteeism, excessive tardiness, or frequent accidents, not attributable to other factors;
- C) newly discovered evidence that the firefighter has tampered with a prior drug/alcohol test;
- D) repeated or flagrant violations of the Department's rules and procedures which are determined by the Director to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug and/or alcohol abuse;
- E) Flagrantly inappropriate and dangerous use of public safety equipment.

Return to Duty and follow-up

Return to duty testing is required for a firefighter who violates prohibitions and is returning to work. In order to return to work, an alcohol concentration of less than 0.02 or a negative drug test is required. Once an employee has completed a suspension period and is acting in compliance with prescribed rehabilitation, the Town shall return the firefighter to duty.

Follow-up testing is required when a firefighter returns to work after an alcohol or drug related suspension. A minimum of six tests shall be performed during the first year back in the position. If a firefighter returns to work after a violation, and has no subsequent violation in a five year period then any reference to such violation or drug or alcohol problem shall be expunged from the firefighter's file.

Refusal to be Tested

As part of the alcohol and drug rule, a firefighter must submit to alcohol and drug testing. If he refuses to be tested, he cannot continue on the job. Refusal to test is considered to be any time a firefighter either fail to provide enough breath for alcohol testing or enough urine for controlled substances testing without a valid medical reason after being notified of the testing requirements, or if a firefighter clearly obstruct the testing process. If a firefighter leaves work for illness or another reason after being notified that they are to be tested, but prior to being tested, this will be deemed to be a refusal to be tested, except for extraordinary reasons of personal or family emergency that can be documented.

Alcohol Test Procedure

1. All alcohol testing is done by a certified Breath Alcohol Technician, or BAT, in a private setting where no one but the firefighter and the BAT can see or hear the test results. An evidential breath testing device (EBT) approved by the National Highway Safety Administration must be used.
2. The BAT will ask the firefighter for identification. The firefighter may ask for the BAT'S identification as well.
3. To complete the test, a firefighter must blow forcefully into the mouthpiece of the testing device. The BAT must show the firefighter the test result on the testing device.
4. A screening test is done first. If the reading is less than 0.02, the firefighter will sign the certification and fill in the date on the form. The test will be reported as negative to the Town.
5. If the reading is 0.02 or greater, a confirmation test must be done (after 15 minutes but within 20 minutes of the first test.) The firefighter will be asked not to eat, drink, belch or put anything in their mouth. These steps prevent the buildup of mouth alcohol, which could lead to an artificially high result.
6. If the screening and confirmation test results are not the same, the confirmation test result is used.

If the firefighter refuses to be tested or to sign the testing form, the BAT will immediately notify the Town.

Drug Test Procedure

1. Drug testing is done by analyzing a urine sample, which is collected in a private location.
2. Urine specimens are divided into two containers by the collection site person in your presence. These two samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services. (DHHS)
3. The laboratory shall test only for controlled substances and within the limits for the initial and confirmation tests as provided within NIDA standards.
4. At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
5. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed. The confirmation test must use a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
6. If the first test is positive, the Medical Review Officer (MRO) will notify the firefighter to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and the MRO finds it is a legitimate medical use, test may be reported as negative to the employer.
7. After being notified that the first test was positive, the firefighter has 72 hours to request a test of the split specimen. If you make this request the split specimen is sent to another DHHS-certified lab for the test. If the firefighter does not contact the MRO within 72 hours but they can prove to the MRO that they had a legitimate reason for not doing so, the MRO can order the split specimen tested.

Removal from the firefighters' job function is not delayed to await the result of the split specimen test. If the analysis of the split sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the firefighter and the Town.

Consequences of Violating Drug and Alcohol Policy

Alcohol Violations:

- A. For the first violation, immediate removal from duty and based on the test results below, suspension and the requirement to pursue treatment.

First Offense:

.02	Negative Result
.02-.0399	Rehabilitation
.04 or higher	15 Day suspension

A firefighter who has been suspended for a first violation may use any combination of existing paid leave during the period of suspension, or absenteeism, that is necessary to comply with a treatment program.

- B. Following a violation, a firefighter cannot return to duty until an evaluation has been done, any recommended treatment has been completed, and a negative alcohol test is produced.
- C. Following a second violation, regardless of the duration of the suspension for the first violation, and/or refusal to comply with a prescribed treatment program, the firefighter will be suspended without pay for a period of 30 days and required to complete a treatment program.
- D. Following a third violation, or failure to comply with recommended treatment in response to second violation, a firefighter will be terminated.

Drug violations:

Following the first violation, immediate removal from duty, a fifteen (15) day suspension without pay, and the requirement to pursue treatment, during which treatment the firefighter will be on leave without pay.

- A. A firefighter cannot return to duty until an evaluation has been done, recommended therapy is completed, and a verified negative drug test is produced.
- B. Following a second violation and/or refusal to comply with a prescribed treatment program, the firefighter will be suspended for (30) days without pay, and the requirement to pursue treatment, during which treatment the firefighter will be on leave without pay.
- C. Following a third violation and/or refusal to comply with a prescribed treatment program for a second violation, the firefighter will be terminated.

The Town will be responsible for holding a hearing at which time the reasons for any suspension or termination, and the provisions of the policy that has been violated, must be stated. That said, a firefighter who has a blood alcohol content that merits suspension, or who tests positive for a controlled substance is to be immediately removed from his job function pending the hearing. If the removal is upheld at the hearing then the first effective date of the suspension is the date the firefighter was removed from his function. If the removal is overturned at the hearing, then the firefighter is to be compensated for any lost wages and benefits. The firefighter retains all rights to Union Representation that are guaranteed under state law and other provisions of this collective bargaining process.

Counseling/Assistance

This policy requires the Town to provide the firefighter with the opportunity for treatment. The treatment and rehabilitation shall be paid for by the employee's insurance with any additional costs over and above the insurance coverage paid for by the Town for initial treatment and rehabilitation. If a firefighter again tests positive, he shall be subject to the disciplinary action outlined in the policy and will be solely responsible for any costs, not covered by insurance, which arise from additional counseling and treatment. The employee must be permitted to use available paid leave, unless on an unpaid suspension as a consequence of violating this policy, and will be granted unpaid leave for necessary rehabilitation.

If a firefighter violates an alcohol or drug prohibition, they must be evaluated by a substance abuse professional to determine what help is needed. Before they can return to duty, they must:

- a. have an alcohol concentration of less than 0.02, or a verified negative drug test (depending on the violation)
- b. complete recommended treatment
- c. complete a minimum of 6 follow-up tests within the first year back to work.
- d. A firefighter who voluntarily enters rehabilitation will not be subject to the aforementioned follow-up testing requirement.

Confidentiality of Laboratory Results

The laboratory will advise only the employee and the Medical Review Officer of any positive results. The Medical Review Officer will release the results of any positive tests after she/he has completed the confirmation analysis. Only the Town Manager, the Director of Personnel, and the Fire Chief shall have access to this information. The Union may have access to this information with the consent of the firefighter. However, the Town will necessarily need to cite the applicable provisions of this policy in the event that a disciplinary hearing is held in response to a violation of this policy; in such an event the Town Counsel will also have access to this information. The Town shall otherwise maintain the records of such tests in the strictest confidence. Information relative to test results will be handled directly by the aforementioned officials, not by clerical staff under their supervision.

Union Held Harmless

This alcohol and drug-testing program was initiated at the request of the Town. The Town assumes sole responsibility for the administration of the policy and shall be solely liable for any legal obligations and costs, other than grievance and arbitration costs, arising out of the provisions and/or application of this collective bargaining agreement relating to this policy. The Town shall hold the Union harmless for the violation of any rights of any employee arising from the administration of the alcohol and drug-testing program.

No Waiver of Individual Rights

This article is not intended to, nor shall it be construed to in any way supersede or waive any constitutional or other rights to which an employee may be entitled under any federal or state law.

The following person should be contacted for assistance with drug and/or alcohol problems:

Human Resource Director, Town of Arlington
Phone: (781) 316-3121

Article XXVI Continuation of Benefits

There shall be no reduction in benefits authorized by the Fire Chief, some person superior to the Fire Chief or provided for in the By-Laws of Arlington during the term of the Agreement.

Article XXVII Duration

This Agreement shall be effective July 1, 2015 through June 30, 2018 and shall continue to be in effect thereafter during negotiations, provided that if agreement is not reached by January 2018 for the next year fiscal year, both or either party may utilize impasse procedures provided by law.

WITNESS our hands and seals this day of December 14, 2015

TOWN OF ARLINGTON



Adam Chapdelaine
Town Manager

LOCAL 1297, I.A.F.F.


Robert Largent
President

Appendix A
FY 2016
Pay Component Calculations

EMT STIPEND - FY 2016				
Step/Rank	Base	Defib	Percentage of Base	Stipend
Firefighter Max	\$58,731	\$587	2%	\$1,186
Lieutenant	\$68,128	\$681	2%	\$1,376
Captain	\$78,348	\$783	2%	\$1,583
Deputy Chief	\$90,100	\$901	2%	\$1,820

DEFIB STIPEND - FY 2016			
Step/Rank	Base	Percentage of Base	Stipend
Firefighter Max	\$58,731	1%	\$587
Lieutenant	\$68,128	1%	\$681
Captain	\$78,348	1%	\$783
Deputy Chief	\$90,100	1%	\$901

Night Differential - FY 2016					
Step/Rank	Base	Defib Stipend	Night Diff %	Night Diff	Total
Firefighter Step 1	\$50,533	\$587	5.40%	\$2,760	\$53,880
Firefighter Step 2	\$52,237	\$587	5.40%	\$2,852	\$55,676
Firefighter Step 3	\$56,779	\$587	5.40%	\$3,098	\$60,464
Firefighter Step 4	\$57,460	\$587	5.40%	\$3,135	\$61,182
Firefighter Step 5	\$58,035	\$587	5.40%	\$3,166	\$61,788
Firefighter Step 6	\$58,731	\$587	5.40%	\$3,203	\$62,521
Lieutenant	\$68,128	\$681	5.40%	\$3,716	\$72,525
Captain	\$78,348	\$783	5.40%	\$4,273	\$83,404
Deputy Chief	\$90,100	\$901	5.40%	\$4,914	\$95,915

School Credit Calculation - FY 2016					
Step/Rank	Base	Defib	5% of (Base+Defib)	5% of (Base+Defib)/60 = Amount Per Credit	Amount Per Credit X # of Credits
Firefighter Max	\$58,731	\$587	\$2,966	\$49.43	Total Benefit
Lieutenant	\$68,128	\$681	\$3,440	\$57.34	
Captain	\$78,348	\$783	\$3,957	\$65.94	
Deputy Chief	\$90,100	\$901	\$4,550	\$75.83	

FY 2017
Pay Component Calculations

EMT STIPEND - FY 2017				
Step/Rank	Base	Defib	Percentage of Base	Stipend
Firefighter Max	\$59,906	\$599	2%	\$1,210
Lieutenant	\$69,491	\$695	2%	\$1,404
Captain	\$79,915	\$799	2%	\$1,614
Deputy Chief	\$91,902	\$919	2%	\$1,856

DEFIB STIPEND - FY 2017			
Step/Rank	Base	Percentage of Base	Stipend
Firefighter Max	\$59,906	1%	\$599
Lieutenant	\$69,491	1%	\$695
Captain	\$79,915	1%	\$799
Deputy Chief	\$91,902	1%	\$919

Night Differential - FY 2017					
Step/Rank	Base	Defib Stipend	Night Diff %	Night Diff	Total
Firefighter Step 1	\$51,544	\$599	5.40%	\$2,816	\$54,958
Firefighter Step 2	\$53,282	\$599	5.40%	\$2,910	\$56,790
Firefighter Step 3	\$57,915	\$599	5.40%	\$3,160	\$61,673
Firefighter Step 4	\$58,609	\$599	5.40%	\$3,197	\$62,405
Firefighter Step 5	\$59,196	\$599	5.40%	\$3,229	\$63,024
Firefighter Step 6	\$59,906	\$599	5.40%	\$3,267	\$63,772
Lieutenant	\$69,491	\$695	5.40%	\$3,790	\$73,976
Captain	\$79,915	\$799	5.40%	\$4,359	\$85,073
Deputy Chief	\$91,902	\$919	5.40%	\$5,012	\$97,833

School Credit Calculation - FY 2017					
Step/Rank	Base	Defib	S% of (Base+Defib)	S% of (Base+Defib)/60 = Amount Per Credit	Amount Per Credit X # of Credits
Firefighter Max	\$59,906	\$599	\$3,025	\$50.42	Total Benefit
Lieutenant	\$69,491	\$695	\$3,509	\$58.49	
Captain	\$79,915	\$799	\$4,036	\$67.26	
Deputy Chief	\$91,902	\$919	\$4,641	\$77.35	

FY 2018
Pay Component Calculations

EMT STIPEND - FY 2018				
Step/Rank	Base	Defib	Percentage of Base	Stipend
Firefighter Max	\$61,104	\$611	2%	\$1,234
Lieutenant	\$70,881	\$709	2%	\$1,432
Captain	\$81,513	\$815	2%	\$1,647
Deputy Chief	\$93,740	\$937	2%	\$1,894

DEFIB STIPEND - FY 2018			
Step/Rank	Base	Percentage of Base	Stipend
Firefighter Max	\$61,104	1%	\$611
Lieutenant	\$70,881	1%	\$709
Captain	\$81,513	1%	\$815
Deputy Chief	\$93,740	1%	\$937

Night Differential - FY 2018					
Step/Rank	Base	Defib Stipend	Night Diff %	Night Diff	Total
Firefighter Step 1	\$52,575	\$611	5.40%	\$2,872	\$56,058
Firefighter Step 2	\$54,348	\$611	5.40%	\$2,968	\$57,926
Firefighter Step 3	\$59,073	\$611	5.40%	\$3,223	\$62,907
Firefighter Step 4	\$59,781	\$611	5.40%	\$3,261	\$63,653
Firefighter Step 5	\$60,380	\$611	5.40%	\$3,294	\$64,284
Firefighter Step 6	\$61,104	\$611	5.40%	\$3,333	\$65,048
Lieutenant	\$70,881	\$709	5.40%	\$3,866	\$75,456
Captain	\$81,513	\$815	5.40%	\$4,446	\$86,774
Deputy Chief	\$93,740	\$937	5.40%	\$5,113	\$99,790

School Credit Calculation - FY 2018					
Step/Rank	Base	Defib	S% of (Base+Defib)	S% of (Base+Defib)/60 = Amount Per Credit	Amount Per Credit X # of Credits
Firefighter Max	\$61,104	\$611	\$3,086	\$51.43	Total Benefit
Lieutenant	\$70,881	\$709	\$3,579	\$59.66	
Captain	\$81,513	\$815	\$4,116	\$68.61	
Deputy Chief	\$93,740	\$937	\$4,734	\$78.90	

**FOR INFORMATIONAL PURPOSES
BASE SALARY + DEFIB STIPEND CALCULATION**

FY 2016 Base Salary + Defib Stipend Calculation			
Step/Rank	Base	Defib Stipend	Total
Firefighter Step 1	\$50,533	\$587	\$51,120
Firefighter Step 2	\$52,237	\$587	\$52,824
Firefighter Step 3	\$56,779	\$587	\$57,366
Firefighter Step 4	\$57,460	\$587	\$58,047
Firefighter Step 5	\$58,035	\$587	\$58,622
Firefighter Max	\$58,731	\$587	\$59,318
Lieutenant	\$68,128	\$681	\$68,809
Captain	\$78,348	\$783	\$79,131
Deputy Chief	\$90,100	\$901	\$91,001

FY 2017 Base Salary + Defib Stipend Calculation			
Step/Rank	Base	Defib Stipend	Total
Firefighter Step 1	\$51,544	\$599	\$52,143
Firefighter Step 2	\$53,282	\$599	\$53,881
Firefighter Step 3	\$57,915	\$599	\$58,514
Firefighter Step 4	\$58,609	\$599	\$59,208
Firefighter Step 5	\$59,196	\$599	\$59,795
Firefighter Max	\$59,906	\$599	\$60,505
Lieutenant	\$69,491	\$695	\$70,186
Captain	\$79,915	\$799	\$80,714
Deputy Chief	\$91,902	\$919	\$92,821

FY 2018 Base Salary + Defib Stipend Calculation			
Step/Rank	Base	Defib Stipend	Total
Firefighter Step 1	\$52,575	\$611	\$53,186
Firefighter Step 2	\$54,348	\$611	\$54,959
Firefighter Step 3	\$59,073	\$611	\$59,684
Firefighter Step 4	\$59,781	\$611	\$60,392
Firefighter Step 5	\$60,380	\$611	\$60,991
Firefighter Max	\$61,104	\$611	\$61,715
Lieutenant	\$70,881	\$709	\$71,590
Captain	\$81,513	\$815	\$82,328
Deputy Chief	\$93,740	\$937	\$94,677